

ATTACHMENT D

CATERING SERVICES AGREEMENT

between

AMERICAN AIRLINES, INC.

and

SKY CHEFS, INC.

April 27, 1992

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such cancellation or termination or the effective date of any such material change. Such endorsement shall provide for written notice to American to be provided to each of the following departments (or otherwise as American may request in writing from time to time): Food and Beverage Services (at the address provided in Section 20 hereof) and Insurance (at 4333 Amon Carter Blvd., MD 5658, Fort Worth, Texas 76155-2644, Attention: Manager, Corporate Insurance Administration). Certificates of renewal shall be furnished at least ten (10) days prior to the expiration of the insurance policies which are to be renewed.

(14) Indemnification. (a) Caterer will indemnify, defend and hold harmless American, its directors, officers, employees and agents, from and against any and all claims, suits, liabilities, judgments, losses, damages, fines, penalties or expenses of any nature (including attorneys' fees and costs of litigation) (collectively, "Claims") arising directly or indirectly from the making of this Agreement by Caterer, the performance of this Agreement by Caterer (or other actions taken by Caterer's employees), or the Catering Services, including, without limitation, Claims for injury to or death of persons (including employees of Caterer and American), damage to or destruction of property (including property of Caterer and American) or interference with American's operations.

(b) American will indemnify, defend and hold harmless Caterer, its directors, officers, employees and

(18) Governing Law. THIS AGREEMENT WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO CHOICE OF LAW PRINCIPLES. ANY SUIT, ACTION OR PROCEEDING AGAINST CATERER WITH RESPECT TO THIS AGREEMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF TEXAS, COUNTY OF TARRANT, OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS, FORT WORTH DIVISION, AS AMERICAN IN ITS SOLE DISCRETION MAY ELECT AND CATERER HEREBY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF SUCH COURTS FOR THE PURPOSE OF ANY SUIT, ACTION OR PROCEEDING. CATERER HEREBY AGREES THAT SERVICE OF ALL WRITS, PROCESS AND SUMMONS IN ANY SUIT, ACTION OR PROCEEDING MAY BE MADE UPON IT AT THE ADDRESS SET FORTH IN SECTION 20 HEREOF IN THE MANNER PROVIDED IN SUCH SECTION.

(19) Construction. The parties acknowledge that this Agreement is the result of mutual negotiation. Accordingly, this Agreement will not be construed against the party preparing and drafting it, but will be construed as if both parties jointly prepared and drafted it. Any uncertainty or ambiguity will not be interpreted against either party by virtue of such party's actual role in the preparation and drafting hereof.

(20) Notices. Unless otherwise provided herein, all notices or other communications hereunder shall be in writing and will be deemed to have been given and received: (i) when

Attachment A

Stations

- A. Category I Stations. Caterer will provide Catering Services for each of the following Stations (and American will pay for such Catering Services in accordance with this Agreement) ("Category I Stations") in the United States:

AUS Austin, TX
BNA¹ Nashville, TN
BOS Boston, MA
CLE Cleveland, OH
CVG Cincinnati, OH
DFW Dallas-Ft. Worth, TX
DTW Detroit, MI
ELP El Paso, TX
JFK² New York, NY (Kennedy Airport)
LAX Los Angeles, CA
LGA New York, NY (La Guardia Airport)
MIA³ Miami, FL
MKE Milwaukee, WI
MOB Mobile, AL
OKC Oklahoma City, OK
OMA Omaha, NB
ORD Chicago, IL (O'Hare Airport)
RDU Raleigh-Durham, NC
SAN San Diego, CA
SYR Syracuse, NY
TUL Tulsa, OK
TUS Tucson, AZ
SWF Newburgh, NY

- B. Category II Stations. Caterer will provide Catering Services for each of the following Stations (and American will pay for such Catering Services in accordance with this Agreement) ("Category II Stations") in the United States:

BUR Burbank, CA
EWR Newark, NJ
DEN Denver, CO
HNL Honolulu, HA
MSY New Orleans, LA
SFO San Francisco, CA
JFK⁴ New York, NY (Kennedy Airport)

- C. Transition Stations. Caterer will provide Catering Services for each of the following Stations until

Caterer's obligation to provide Catering Services is terminated pursuant to that certain letter, dated January 1, 1992, between American and Caterer:

DCA Washington, D.C. (National Airport)
FLL Fort Lauderdale, FL
LGB Long Beach, CA
PDX Portland, OR
PHX Phoenix, AZ

Caterer will cooperate with American in order to permit a smooth transition by American to alternative catering services at the Transition Stations.

1 Catering Services are provided by Caterer from the new kitchen facility at BNA.

2 Excluding services to: BRU, GRU, LGW, LHR, MAN, ORY, ZRH and any other destination located outside the United States, Mexico, Canada and the Caribbean.

3 Excluding services to: Central and South American locations (except for SJO and GUA).

4 To BRU, GRU, LGW, LHR, MAN, ORY, ZRH and any other destination located outside the United States, Mexico, Canada and the Caribbean.

For purposes of these footnotes:

BNA Nashville, Tennessee
BRU Brussels, Belgium
GUA Guatemala City, Guatemala
GRU Sao Paulo, Brazil
LGW London, England (Gatwick Airport)
LHR London, England (Heathrow Airport)
MAN Manchester, England
ORY Paris, France
SJO San Jose, Costa Rica
ZRH Zurich, Switzerland